



Holmen Area Fire Department Special Meeting Announcement and Agenda

Date/Time: Wednesday February 7 @ 6:30 pm
Location: Town of Holland Town Hall, Holmen, WI, 54636

The Holmen Area Fire Department Board will hold a meeting on **February 7, 2023 at 6:30 pm** at the **Holland Town Hall**.

All items on the agenda indicate items for discussion and possible action.

The agenda for the meeting is as follows:

- 1.) Chair to call the meeting to order
- 2.) Pledge of Allegiance
- 3.) Roll Call
- 4.) Review, discussion and possible action to approve of amendment language to the Holmen Area Fire Department Services Agreement
- 5.) Adjourn



Date Notice Emailed: 02/05/2024

Notices Posted: 02/05/2024

Notices Emailed To:

| Holmen Are Fire Assoc. Board | Town/Village | Media | Posted |
|-------------------------------------|------------------------|-----------------------|-------------------|
| Doug Jorstad-Holmen (Secretary) | Marilyn Pedretti | Holmen Courier | Holmen Area FD |
| Rod Stanek - Holmen (Treasurer) | Rhonda Hesselberg | La Crosse Tribune | Town of Holland |
| Bob Stupi-Holland | Scott Heinig | La Crosse Radio Group | Village of Holmen |
| Jeff Herlitzke-Holland (President) | HAFD Members/IAFF L127 | WXOW | Holmen USPS |
| Michael Hoffman-Holland (Alternate) | HAFD Admin | WKBT | Holmen Library |
| Travis Elam-Holmen (Alternate) | | WIZM | |
| | | FOX2548 | |

FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT
HOLMEN AREA FIRE DEPARTMENT
(Amended ~~January 1, 2023~~ August 15, 2023)

THIS AGREEMENT made and entered into on the dates set out below, by and between the Township of Holland in La Crosse County, Wisconsin, a Wisconsin municipality and hereinafter referred to as "the Town," and the Village of Holmen, La Crosse County, Wisconsin, a Wisconsin municipality, hereinafter referred to as "the Village," and where the Town and Village are jointly referred to as "the Parties";

WHEREAS Wis. Stats. 60.55 (1) (a) requires that town boards shall provide fire protection for the town; and

WHEREAS Wis. Stats. 60.55 (1) (a) 2 permits a town to join with another town, village or city to establish a joint fire department; and

WHEREAS Wis. Stats. 61.65 (2) (a) 3 permits a village to create a joint fire department with a city, town, or another village; and

WHEREAS the parties hereto are currently operating a joint fire department ("the Department") known as the Holmen Area Fire Department, ~~currently operating jointly with the Town of Onalaska until December 31, 2022 only, and, as of January 1, 2023, the Town and the Village and~~ are desirous of entering into this Agreement in order to further define the terms for providing for fire protection and other emergency services as authorized pursuant to this Agreement to the areas described herein; and

Commented [R01]: Would it be beneficial to clean up this language in this amendment?

WHEREAS the town board of the Town and the village board of the Village have considered this Agreement and each such board has approved and authorized such Agreement and authorized its execution and delivery;

NOW THEREFORE it is hereby mutually agreed by and between the parties hereto in consideration of the mutual promises contained herein as follows:

1. Formation of Department. The parties hereto affirm the formation of a fire department for the purpose of carrying out the objectives of this Agreement. This fire department shall be known as the "Holmen Area Fire Department" and shall be referred to herein as "the Department." Holmen Area Fire Department ("Department") shall, pursuant to Wis. Stats. 60.55(1)(a)(2) and 61.65(2)(a)(3), constitute a joint fire department, to provide fire protective services to the Town of Holland and the Village of Holmen.

2. Ownership of Capital/Assets/Equipment. The Department currently owns various trucks and other items of fire equipment. Ownership is maintained equally in one-half (1/2) shares by each party. Any costs associated with the purchase of new equipment, vehicles,

or capital expenses, including new construction of any building, for example, shall always be paid equally one-half (1/2) by each party.

3. Treasury and Expenses. The expenses of the Department shall be paid from the treasury of the Department. The Department is responsible for all expenses such as but not limited to: the purchase, operation, maintenance, and repair of trucks and equipment, purchase, construction, and maintenance of buildings, rent of buildings, all necessary insurance, and any and all personnel costs associated with staffing of the Department, as well as all other expenses approved by the Department or necessary for carrying out the business of the Department.

a. **Budget:**

(1) **Presentation:** The Fire Chief shall present a proposed budget for the next twelve months to the Board of Directors, at a time designated by the Board, consistent with Section 3(a)(2). The Board shall review the proposal and approve such budget as it deems appropriate.

(2) **Approval:** The Board of Directors shall annually approve a budget for the next fiscal year by no later than October 15 of each year, which shall include itemization of both annual Operating expenses and Capital expenses. The approved budget shall be paid from the Department treasury, and divided into Operating expenses and Capital expenses, as outlined in Section 3(b), infra. The Town and Village, therefore, shall annually contribute to the treasury in shares that shall support the Department's adopted annual budget for payment of both Operating expenses and Capital expenses.

b. **Capital Expenses:** The Department members shall further pay no less than \$25,000 equally (in one-half (1/2) shares) to the treasury each year for annual "Capital" budgeting expenses. "Capital" expenses shall always be paid equally, in one-half (1/2) shares (this includes the purchase of new vehicles, new trucks, major equipment, upgrades to buildings or the construction of new buildings, etc., as the ownership of such Capital is still shared equally in one-half (1/2) shares among the Department members). Capital reserves, if any, shall be established from the annual surplus funds to subsidize large capital purchases in the future; such purchases shall always be paid equally in one-half (1/2) shares between the Department members. Capital reserves shall at no time be permitted for payment of "Operating" expenses.

c. **Certified Equalized Values:** Annual "Operating" expenses shall be paid based on each party's full percentage of the most recent August Wisconsin DOR's Certified Equalized Values (CEV) from the Department members' value in full.

d. **Funding of Department Treasury.** Contributions to the Department treasury shall be made by each governmental entity as outlined in in this Section. On a timetable established by the Board of Directors, but not less frequent than quarterly (January, April, July, October), if not predetermined by the Board through the annual budget approval process, the Fire Chief shall

determine the contribution due and shall bill the Town and Village accordingly. The Town and Village shall each pay said invoiced bill within thirty (30) days of receipt thereof. Failure to make timely payment shall be considered a breach of contract. In the event that such contributions prove to be insufficient to meet the expenses during the year, the Board of Directors, as confirmed by the Town and Village, shall approve such further contributions as may be necessary, and such additional contributions shall be in the same proportions as set out above.

4. Department Procedure.

- a. **Directors:** A four-member board of directors shall govern the Department. The Town and the Village shall have two directors each, and both the Town and Village shall have one designated alternate. Directors shall be either town supervisors or Village board members and shall not be members of the Department. Each director shall be entitled to one vote in the affairs of the Department, and, subject to terms established by the Parties' adoption of Bylaws pursuant to Section 4(d) hereto, shall serve at the pleasure of his or her respective governmental unit. Any vacancy in the office of director shall, subject to terms established by the Parties' adoption of Bylaws pursuant to Section 4(d) hereto, be filled by the governmental unit affected by the vacancy.
- b. **Meetings:** The Board of Directors shall hold an annual meeting during the last full week in April of each year or at another time and at such place as the Board shall determine. The Board of Directors shall hold such additional meetings throughout the year at such times and places as may be necessary to carry out the business of the Department.
- c. **Officers:** At the Board's Annual Meeting each year, the board of directors shall elect a president, a secretary, and a treasurer. Said officers shall take office immediately and shall hold office for one year and until their successors are elected and qualified.
- d. **Bylaws:** The board of directors shall adopt Bylaws that shall govern the proceedings of the Department.

5. Mutual Aid Agreements and Other Calls. The Board of Directors shall approve all mutual aid agreements for the Department.

6. Responsibilities of the Department. The Department shall respond to all proper calls for its services as specified in this Agreement. The internal operation of the Department shall be governed by the Department's own rules and regulations, except to the extent that such rules and regulations are inconsistent with or superseded by provisions of this Agreement, as amended from time to time, or are superseded by state law.

7. Fire Commission. Appointment of Fire Department Officers and Members. ~~The Board of Directors shall appoint the Fire Chief. On or about January 1st of each year,~~

~~the Board of Directors shall review with the Fire Chief the performance of his or her duties for the preceding year. The Fire Chief shall be empowered to appoint/hire, suspend, and discipline subordinates, upon confirmation of the Board of Directors. The Board of Directors shall hear the Fire Chief's charges of termination of a subordinate. The Board of Directors shall, in concert with the respective governing Boards of the Town and Village, create a Fire Commission, pursuant to Wisconsin Statutes § 61.65, to solely exercise powers defined in Wisconsin Statutes § 62.13, excluding those optional powers identified in Section 62.13(6), all of which shall be more fully enumerated through rules to be adopted of the Fire Commission.~~

Commented [R02]: How about adding "solely" before exercise? Otherwise it is straightforward and directs to the proper Statutes.

8. Liability and Insurance. The Department shall keep in full force and effect insurance against loss or damage to the Department's trucks and equipment in such amounts as the Department deems appropriate. The Department shall also keep in full force and effect public liability insurance in such amounts as the Department deems appropriate. Irrespective of whether the Department carries such public liability insurance, the Department shall indemnify and hold harmless all of the Department members from all claims made against them arising while in pursuit of their duties hereunder. The duty of the Department toward the Department members in this regard shall be the same as that duty owed to public employees by municipal employers pursuant to Wisconsin Statutes.

9. Fire Inspections. Whenever the Fire Chief or the deputy fire inspectors discover a violation of any applicable law or code which they are charged to enforce, they shall serve a notice in writing upon the property owner requiring correction thereof within a reasonable time. In the event that the violation is not corrected within the time allowed, it shall be deemed a nuisance and the Fire Chief or the deputy fire inspectors shall promptly notify the Village or Town wherein the property is located if this can reasonably be done without creating an unacceptable risk to public safety. Said Village or Town shall then determine the proper course of action to be followed and may recover the cost of said action in a proceeding against the property owner.

10. Area Covered. The territory entitled to protection pursuant to this Agreement is as follows:

- (A) the entire Village of Holmen;
- (B) the entire Town of Holland.

11. Term of Agreement. This Agreement shall be in full force and effect from January 1, 2023, and shall remain in full force indefinitely, and may only be changed by the mutual written consent of both the Town and Village through the creation of a modified or successor Agreement.

Any party hereto may withdraw its participation in this Agreement on January 1 of any year, providing that said withdrawing party gives written notice of its intent to do so to all other parties hereto no later than 180 days prior to January 1 of the then current year.

Any party who provides notice of its intent to withdraw from participation in this Agreement pursuant to this Paragraph shall be subject to Paragraph 12, *below*.

12. Withdrawal by Party or Parties. Any withdrawing party shall surrender its interest in the Department's property to the Department, and shall not be entitled to any compensation therefore. If any party legally withdraws its participation in the Agreement, this agreement shall be automatically amended to reflect such change in ownership and responsibility to the Treasury (e.g., ownership shares in assets (Paragraph 2, *above*), division of expenses (Paragraph 3, *above*) would be revised proportionately among any remaining part(y)(ies)), and the Area Covered (Paragraph 10, *above*), would be revised to pertain to just the remaining part(y)(ies).

13. Priority of Contract. This Agreement shall supersede all existing contracts for fire protection and other emergency services between the parties hereto.

IN WITNESS WHEREOF the undersigned have set their hands and seals to this Agreement pursuant to the specific authority and direction of each Municipal Board on the dates set out next to said signatures.

Town of Holland, by:

Robert Stupi, Chairman

Date

Marilyn J. Pedretti, Clerk

Date

Village of Holmen, by:

Patrick Barlow, President

Date

|

Scott Heinig, Administrator

Date

DRAFT

**FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT
HOLMEN AREA FIRE DEPARTMENT
(Amended August 15, 2023)**

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WHEREAS Wis. Stats. 60.55 (1) (a) 2 permits a town to join with another town, village or city to establish a joint fire department; and

WHEREAS Wis. Stats. 61.65 (2) (a) 3 permits a village to create a joint fire department with a city, town, or another village; and

WHEREAS the parties hereto are currently operating a joint fire department ("the Department") known as the Holmen Area Fire Department, and are desirous of entering into this Agreement in order to further define the terms for providing for fire protection and other emergency services as authorized pursuant to this Agreement to the areas described herein; and

WHEREAS the town board of the Town and the village board of the Village have considered this Agreement and each such board has approved and authorized such Agreement and authorized its execution and delivery;

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thirty (30) days of receipt thereof. Failure to make timely payment shall be considered a breach of contract. In the event that such contributions prove to be insufficient to meet the expenses during the year, the Board of Directors, as confirmed by the Town and Village, shall approve such further contributions as may be necessary, and such additional contributions shall be in the same proportions as set out above.

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